

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**RENEWAL AGREEMENT BETWEEN FORT BEND COUNTY AND
MENTAL HEALTH AMERICA OF FORT BEND COUNTY
FOR MENTAL HEALTH SERVICES**

THIS AGREEMENT is now made by and between **FORT BEND COUNTY, TEXAS** (hereinafter referred to as "**COUNTY**"), a body politic acting pursuant to the duly authorized act of its Commissioners' Court, and **MENTAL HEALTH AMERICA OF FORT BEND COUNTY** (hereinafter referred to as "**M.H.A.F.B.C.**"), a non-profit corporation, acting herein pursuant to the duly authorized act of its officers.

WITNESSETH:

THAT WHEREAS, the **COUNTY** has certain duties and authority to provide for the public health of its residents and also to provide support through mental health care services for certain of its financially disadvantaged residents pursuant to applicable state laws and provisions of the Texas State Health and Safety Code; and

WHEREAS both parties recognize the public health needs of the residents of the **COUNTY** for, and the benefit to be realized from, early detection and recognition of serious mental illnesses and adequate resource referral for treatment thereof when indicated; and

WHEREAS same will promote public health and also has the potential for future economic savings to the **COUNTY** from what might otherwise become more protracted medical and health care problems among the residents eligible for medical care and support; and

WHEREAS **M.H.A.F.B.C.** has developed and provides programs and services to promote recognition and early detection of mental illnesses and to provide treatment resource referral where indicated, which it proposes to provide as hereafter mentioned; and

WHEREAS **M.H.A.F.B.C.** further agrees to work with the **COUNTY** and with various other service agencies within Fort Bend County to best serve the needs of the residents of Fort Bend County in such matters; and

WHEREAS **M.H.A.F.B.C.** will provide quarterly reports to **COUNTY** to assure quality and quantity of the services being rendered and will furnish annual audited financial reports on an annual basis for further review; and

WHEREAS, **M.H.A.F.B.C.** further agrees to work with **COUNTY** Risk Management Department, Human Resources Department, Gus George Training Academy and the Office of Emergency Management as needed and with various other service agencies within Fort Bend County to best serve the needs of the residents of Fort Bend County in such matters; and

WHEREAS the parties desire to contract between them whereby **M.H.A.F.B.C.** will provide certain of its public health and mental health services on behalf of the **COUNTY** and also for the benefit of those residents of the **COUNTY** who meet the applicable eligibility and qualification requirements to receive such services, and

WHEREAS this Agreement is exempt from competitive bidding pursuant to Sec. 262.024(a)(2), Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual representations and promises herein contained, the parties agree as follows:

I.

M.H.A.F.B.C. agrees to develop and provide select public health education, screening and assessment programs for the residents of Fort Bend County. The purposes thereof will be to evaluate the existence of mental health problems and serious mental illnesses and the need for mental health care and then to follow up with appropriate resource referral for care and treatment where indicated.

M.H.A.F.B.C. agrees to continue planning efforts with **COUNTY** on any joint Deliver Systems Reform Incentive Payment project related to the 1115 Waiver Program as deemed beneficial to both MHAFC and the County.

II.

M.H.A.F.B.C. agrees that it will provide resource referral services for the residents of Fort Bend County on an individual basis to appropriate programs and providers, including, but not limited to, **COUNTY** employees seeking alternative referrals through the Employee Assistance Program in the Risk Management Department, hospitals, medical doctors and other mental health care professionals, counseling services, support groups, halfway houses, residence and in-house facilities and other health and treatment programs.

III.

M.H.A.F.B.C. agrees that it will provide educational programs and assistance to schools, businesses, industry, civic groups and at other places of public gathering within Fort Bend County regarding mental health and mental illness to promote the public health and to assist the residents of Fort Bend County to de-stigmatize mental illness and thereby promote recognition of mental health issues and the obtaining of early and adequate treatment thereof. Such programs and assistance shall include participating with the Crisis Intervention Training at the Gus George Training Academy for certified peace officers and participating with the **COUNTY** Human Resources Department as a speakers bureau resource for employee training.

IV.

M.H.A.F.B.C. agrees to work with other private and governmental agencies throughout Fort Bend County to coordinate therewith in improving the availability of mental health services including both the evaluation and treatment of acute and chronic mental health problems and mental illnesses and to improve coordination and collaboration among area behavioral health and social service providers for continuity of care. **M.H.A.F.B.C.** further agrees to serve as the **COUNTY** resource liaison in post-disaster recovery services for residents and evacuees through the Office of Emergency Management for counseling and other mental health services that might be necessary for a natural disaster.

V.

M.H.A.F.B.C. agrees to work with other private and governmental agencies throughout Fort Bend County to coordinate therewith in improving the availability of mental health services including both the evaluation and treatment of acute and chronic mental health problems and mental illnesses and to improve accountability for case management and discharge planning to improve the quality of services being offered for all residents of Fort Bend County.

VI.

M.H.A.F.B.C. agrees to provide the **COUNTY** with an annual independent audit of its operations and expenditures and further agrees that the **COUNTY** may conduct an independent audit should it desire same. **M.H.A.F.B.C.** further agrees to provide quarterly reports of its activities and the results thereof to **COUNTY** and all such other reasonable information as may be requested to assure performance of its obligations undertaken under this agreement.

VII.

M.H.A.F.B.C. agrees to defend, save, hold harmless and indemnify the **COUNTY** from all claims and liabilities that may arise or be alleged as a result (directly or indirectly) of **M.H.A.F.B.C.**'s actions undertaken pursuant to this contract.

VIII.

COUNTY agrees to provide payment of Sixty Thousand and No/100 Dollars (\$60,000.00) to **M.H.A.F.B.C.** for its services. Payment will be made in two equal installments of Thirty Thousand and No/100 Dollars (\$30,000.00) with the second payment to issue six (6) months after the first payment. This agreement shall commence on **October 1, 2012**, and end on **September 30, 2013**. Either party may terminate this agreement, without cause, by providing the other party thirty (30) days written notice.

IX.

The provisions of this contract are severable, and if any part hereof or the application thereof to any person or circumstance shall ever be held to be invalid or unconstitutional for any reason by any court or regulatory authority of competent jurisdiction, then the remainder of this contract and the application thereof to other persons or circumstances shall not be affected thereby unless, in the opinion of either the **COUNTY** or **M.H.A.F.B.C.**, the purposes of the contract have been rendered useless.

X.

This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

M.H.A.F.B.C. shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this agreement shall be of no effect unless in writing and signed by both parties hereto.

XI.

In the performance of work or services hereunder, **M.H.A.F.B.C.** is and for all purpose shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunto shall be deemed solely as employees of **M.H.A.F.B.C.** or, where permitted, of its subcontractors.

M.H.A.F.B.C. and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or servants of the **COUNTY** and shall not be entitled to any of the privileges of benefits of **COUNTY** employment.

XII.

This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. **M.H.A.F.B.C.** shall not assign, sublet or transfer its interest or obligations in and under this agreement without the prior, written consent of the **COUNTY**. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the **COUNTY**.

XIII.

Notices, correspondence, and all other communications shall be addressed to **Fort Bend County Commissioners Court** and submitted to the following representative:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

with copy to:
Fort Bend County Auditor
301 Jackson, 5th Floor
Richmond, Texas 77469

Notices to M.H.A.F.B.C. shall be delivered to:

Mental Health America of Fort Bend County
10435 Greenbough Dr. Building II, Suite 200
Stafford, TX 77477

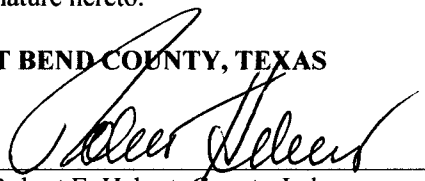
Phone: 281 207-2480
Fax: 281 207-2301

E-Mail Address: jeanna.wallace@mhafbc.org
Web Site: mhafbc.org

XIV.

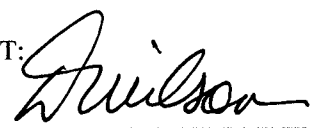
IN WITNESS WHEREOF, the parties put their hands to this instrument on the dates indicated, and this Agreement shall be effective on the date of the last signature hereto.

FORT BEND COUNTY, TEXAS

By: 
Robert E. Hebert, County Judge

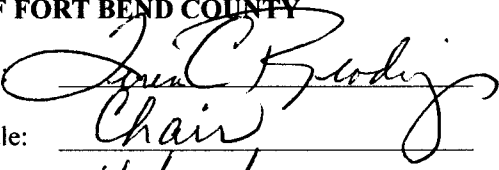
Date: 12-4-2012

ATTEST:


Dianne Wilson, County Clerk



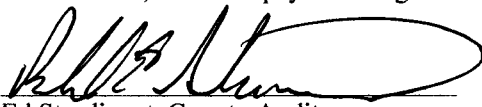
**MENTAL HEALTH AMERICA
OF FORT BEND COUNTY**

By: 
Title: Chair

Date: 11/20/12

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$60,000.00 to pay the obligation of Fort Bend County under and within the foregoing contract.


Ed Sturdivant, County Auditor